INVITATION TO NEGOTIATE

for

NEW BUS FOR LONDON

ENQUIRY NUMBER: PRO 1632

Important Note:

This Invitation to Negotiate (ITN) is provided in confidence. In proceeding to read this ITN the confidentiality requirements detailed in the Instructions to Bidders Paragraph 1.0 shall be deemed accepted by the Recipient whether or not the Recipient participates in the New Bus for London Procurement Process.

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SECTION 1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 Confidentiality Requirements

1. Unless the context indicates otherwise:

   1.1 "**Business Purpose**" means developing a New Bus for London.

   1.2 "**Confidential Information**" means all information that by its nature may reasonably be regarded as confidential (whether commercial, financial, technical or otherwise) relating to Transport for London (TfL) or any member of the TfL Group and that is disclosed to, or otherwise obtained by, the Recipient in connection with the Business Purpose. The Confidential Information includes, but is not limited to, the Bus design data owned by TfL and supplied with this ITN ("**the Public Design Competition Winning Entries"**). The Confidential Information may further include, but is not limited to, information which relates to the Business affairs, customers, Bidders, products, software, telecommunications, networks, trade secrets, know-how or personnel of TfL or any member of the TfL Group. The Confidential Information may be contained in, or discernible from, any form whatsoever including data, drawings, films, documents and computer readable media, whether or not that information is marked or designated as confidential or proprietary. The Confidential Information may be communicated directly or indirectly, verbally, in document form, by demonstration or otherwise to the Recipient through TfL's employees, agents, or contractors;

   1.3 "**Information Supplier**" means that member of the TfL Group who has disclosed the Confidential Information;

   1.4 "**Recipient"** means any person or organisation that receives or takes possession of the ITN Enquiry Number PRO1632 by any means and in any form.

   1.5 "**TfL Group**" means TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time and reference to "any member of the TfL Group" shall refer to TfL or any such subsidiary.

Confidentiality Obligations

2. In connection with the Business Purpose, the Information Supplier needs to disclose Confidential Information to the Recipient. In consideration of the Information Supplier disclosing the Confidential Information to the Recipient, the Recipient agrees to be bound by the terms and conditions set out herein.

3. The Public Design Competition Winning Entries CD and all intellectual property in it is owned by TfL and the recipient is granted a licence to use the Public Design Competition Winning Entries for the purpose of

preparing and submitting a bid in response to this ITN and for no other purpose.

4. The Recipient acknowledges that the Confidential Information is of a proprietary and confidential nature and the Recipient undertakes:

4.1 to treat all the Confidential Information as confidential, regardless of when it is disclosed or obtained and the form in which it is disclosed or obtained;

4.2 not without the Information Supplier's prior written consent in each case to communicate or disclose any part of the Confidential Information to any person except:

4.2.1 to directors, officers and employees of the Recipient on a need to know basis who are directly connected with the Business Purpose;

4.2.2 to third parties engaged by the Recipient who are directly connected with the Business Purpose and who have been authorised in writing by the Information Supplier to receive the Confidential Information prior to disclosure;

4.2.3 the Recipient's auditors and any other persons or bodies having a legal right or duty to know the Confidential Information in connection with the Business of the Recipient;

4.3 to notify the Information Supplier as soon as practicable if it is required to disclose the Confidential Information under Clause 4.2.3 and to take account of the Information Supplier's reasonable requirements in relation to such disclosure;

4.4 not to use or circulate the Confidential Information within its own organisation except solely to the extent necessary in connection with the Business Purpose or any other purpose authorised in writing by the Information Supplier;

4.5 not to use the Confidential Information in any way which would be harmful to TfL;

4.6 to ensure that all persons and bodies mentioned in Clauses 4.2.1 - 4.2.3 are made aware, prior to the disclosure of the Confidential Information, of the confidential nature of that information, that they owe a duty of confidence to TfL, and they agree to hold that information in confidence in accordance with the terms of this Agreement. The Recipient must use its best endeavours to ensure that such persons and bodies comply with such obligations;

4.7 to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and misappropriation;

4.8 to notify the Information Supplier promptly of any unauthorised use, copying or disclosure of the Confidential Information of which the Recipient becomes aware and to provide all reasonable assistance to the Information Supplier to terminate such unauthorised use and/or disclosure; and

4.9 to procure, at the request of the Information Supplier, for any of those persons and bodies referred to in Clauses 4.2.1 – 4.2.3 to sign a separate confidentiality undertaking in such form as TfL may reasonably require prior to disclosure of the Confidential Information.

Exceptions

5. The obligations of confidentiality in Clause 4 shall not apply where the Confidential Information:

5.1 is or has come into the public domain through no fault of the Recipient, its employees, agents or sub-contractors;

5.2 is lawfully received from an independent third party without any restriction and without any obligation of confidentiality;

5.3 is independently developed by the Recipient without access to, or knowledge of, or use of, the Confidential Information; or

5.4 is required by law or by order of a court of competent jurisdiction to be disclosed.

Materials

6. All material containing the Confidential Information, including, but not limited to, computer readable media, documents, manuals, specifications, flowcharts, program listings and data file printouts ("**the Materials**"), are, and will remain, the property of TfL and must not be copied or reproduced in whole or part without the Information Supplier's prior written consent. All copies of the Materials are TfL's property and must include a notice stating that copyright and all other intellectual property rights in the Materials vest in TfL.

7. At the Information Supplier's request, and in any event upon the completion of the Business Purpose, the Recipient must promptly return to the Information Supplier all Materials supplied by the Information Supplier and all copies of such information and destroy or erase any Confidential Information contained in any Materials prepared by or on behalf of the Recipient or recorded in any memory device. Within 14 days of such request or completion of the Business Purpose, the Recipient must certify in writing to the Information Supplier that it has fully complied with its obligations under this Clause.

General

8. The Recipient must not make or permit others to make any reference to this ITN, the Confidential Information, or use the name of TfL in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of the Information Supplier.

9. The Recipient shall indemnify TfL in respect of all losses, damages, claims and expenses of whatsoever nature arising out of or in connection with any wrongful disclosure or misuse of the Confidential Information.

10. The Recipient acknowledges that damages would not be an adequate remedy for any breach of the confidentiality obligations and that (without prejudice to any other rights or remedies that TfL may be entitled to as a matter of law), TfL will be entitled to the remedies of injunction, specific performance, and other equitable relief to enforce the confidentiality obligations and no proof of special damages shall be necessary for the enforcement of the confidentiality obligations.

11. The failure of TfL to insist upon strict performance of any the confidentiality obligations, or the failure or delay of TfL to exercise any right or remedy to which it is entitled, does not constitute a waiver of such right or remedy and will not cause a diminution of the confidentiality obligations. A waiver of any right or remedy is only effective if it is expressly stated to be such. A waiver of any breach of the confidentiality obligations does not constitute a waiver of any subsequent breach.

12. If and to the extent that the Confidential Information includes any personal data (as defined in the Data Protection Act 1998 (DPA)), the Recipient undertakes to comply with all of its obligations under the DPA and to process such data only in accordance with instructions from TfL or the Information Supplier. The Recipient shall take appropriate technical and organisational security measures that are satisfactory to TfL against any unauthorised or unlawful processing of such data and against accidental loss, destruction of, or damage to such data.

13. Save that any member of the TfL Group has the right to enforce the confidentiality obligations in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the confidentiality obligations will be enforceable by virtue of the Third Party Act by any person not a party to it.

14. This release of Confidential Information does not constitute a licence to use the Confidential Information except to the extent that such use is necessary in connection with the Business Purpose or any other purpose authorised in writing by TfL or the Information Supplier.

15. The completion of the Business Purpose for any reason does not affect the Recipient's obligations or TfL's rights under this Agreement.

16. The Recipient shall comply with all the requirements of any Act of Parliament, statutory instrument or order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to its Business from time to time in force, which are or may become applicable to the obligations of the parties under this Agreement.

17. TfL authorises the Information Supplier to act as TfL's representative for all purposes of the Agreement and the Recipient shall deal with the Information Supplier in respect of all matters arising under the Agreement, unless otherwise notified by TfL. No act of or omission by or approval from either TfL or the Information Supplier in performing any of their respective duties under or in connection with the Agreement shall in any way operate to relieve the Recipient of any its duties, responsibilities, obligations or liabilities under the Agreement.

18. The confidentiality obligations shall be governed by and construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts provided that TfL has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Recipient is incorporated or in which any assets of the Recipient may be situated.

1.1 Background

The Mayor of London intends to introduce a new bus design for use in London the “New Bus for London”. A competition to generate ideas was commissioned in 2008 with entries from all over the world and TfL announced the winners in December 2008. TfL through its subsidiary London Bus Services Limited (LBSL) is responsible for delivering the New Bus for London Project.

TfL wishes the winning Bidder(s) to support the design, development, manufacture and trialling of prototype(s) and then series production and in service support of a New Bus for London. The new design will consider the ideas put forward in the public competition, TfL’s requirements for vehicles in service in London, and appropriate innovations proposed by Bidders.

Bidders must be capable of providing design services, manufacture of both prototype and series production, and in service support, of advanced double deck vehicles for public service in London.

In this ITN, references to TfL includes all its subsidiaries (as defined in section 736 of the Companies Act 1985), particularly LBSL.

1.2 Process Overview

This ITN assumes the purchase by LBSL the Prototype Vehicle, the initial 5 Production Vehicles, but most other Vehicles are purchased by Vehicle Operators. If LBSL elects to purchase Vehicles in larger numbers the Contract will be amended accordingly.

This tender process will have a number of stages as described in the anticipated timetable below. Bidders will be required to provide an initial response to the ITN which will be evaluated by TfL. Following evaluation, TfL proposes to conduct negotiations with Bidders and Bidders will have the opportunity to revise and/or reconfirm their initial response. TfL will, on the basis of revised and reconfirmed initial responses, produce a shortlist of Bidders to participate in further stages in the process.

The anticipated timetable is indicated in the following table:

ITN issued	22nd May 2009
Bidders Conference	12th June 2009
Mid Tender Review	8th July 2009
ITN Returns (Initial Response)	14th August 2009
Tender Evaluation, clarification and negotiation	August 2009 – October 2009
Tender Recommendation	October 2009 – November 2009
Statutory Standstill period (10 days)	December 2009
Contract Award	December 2009 – January 2010

It is important to TfL that the New Bus for London project delivers a vehicle design that meets the Mayors' aspirations and offers value for money and Bidders must demonstrate this through their submissions.

The above timetable is indicative and may be changed by TfL at any stage, including suspension or cancellation of the process in which case TfL shall not be liable for any costs or expenses incurred by any Bidders in considering and/or responding to the procurement process.

1.3 Contracting Authority and Acknowledgement of Intentions

It is intended that contracts for the New Bus for London Project will be entered into by LBSL.

Within 10 days of receipt of this ITN, bidders are required to acknowledge, by return of the pro-forma sheet attached at Appendix 1 to this section, your receipt of these ITN documents and to confirm whether or not it is your intention to submit a response by the closing date as set out in paragraph 1.5 below.

Any Bidder who does not intend to submit a response shall destroy their copy of the ITN documents, including any material supplied on electronic media.

The Invitation to Negotiate documents comprise:

- Cover letter,
- Instructions to Bidders, Evaluation Criteria and Form of Tender (Sections 1, 2 and 3),
- Form of Contract (Section 4)
- Specification (Section 5)
- Public Design Competition Winning Entries via CD

References to this ITN include all documents (including any supplied in computer readable form) initially supplied with it and any material of information subsequently supplied or made available.

Bidders shall ensure that all documents received appear to be complete.

Any Bidder who declines to respond, but subsequently wishes to be re-considered, should not submit a proposal but immediately contact the Procurement Department, contact details at 1.5 below. TfL will then advise the Bidder on what course of action to take. TfL reserves the right not to re-consider Bidders who have declined to respond.

1.4 Responses to be lodged

Initial Response

You are required to submit one (1) complete, signed original bound and six (6) bound copies and one (1) unbound copy of your initial response (s) and one electronic copy in accordance with the staged approach outlined in 1.2 above.

Each copy of your response shall be clearly marked upon the front cover with the word "ORIGINAL" or "COPY" as appropriate. Each copy shall also show upon the front cover the title of the work and the name of the Bidder. In addition a copy of the response should also be provided on CD-ROM using file formats compatible with MS Office 2003 or Adobe Acrobat. It is advisable for the Bidder to double check that all required files have been successfully copied to the CD-ROM and is readable by the Office 2003 product set (i.e. Word 2003, Excel 2003, PowerPoint 2003, etc) as TfL will not have the ability to view documents until the opening time of the Bids has passed.

Revised / Confirmed Initial Responses and Final Responses

Instructions regarding negotiations and further responses will be confirmed and communicated to Bidders during the tender process.

1.5 Return of Responses

Responses shall be in English, all prices must be in Pounds Sterling (£), and shall be submitted, using the sealed labels attached to the covering letter, stating Invitation To Negotiate No PRO 1632 (OJEU Reference 2009/S 30-044219), to:

Kevin Smith
Transport for London
Head of Procurement – Surface Transport
7th Floor, Y3 Palestra
197 Blackfriars Road
London, SE1 8NJ

The response shall be signed by those persons authorised to do so. The names and titles of those signing shall be typed or written in BLOCK CAPITALS beneath their usual signatures.

Initial Responses shall be delivered by registered post or by hand by noon on 14th August 2009.

Failure to return completed initial responses by the required date and time may eliminate you from further consideration

The timing of further stages of the New Bus for London project process as described in 1.2 shall be confirmed and communicated to Bidders.

1.6 Incomplete, Altered Responses or Errors and Omissions

Responses which are incomplete or which contain erasures or alterations may be rejected. For the avoidance of doubt, this may apply to any response which is not sealed or where the enclosed labels are not used. Bidders shall take no advantage of any apparent errors or omissions. In the event that Bidders discover any such errors or omissions, TfL must be notified immediately using the mechanism in 1.7 below.

1.7 Queries from Bidders

Any further information required during the response period to aid the Bidder in the preparation of their responses shall be requested using the TfL Bravo Solution eTendering system via the website www.tfl.bravosolution.co.uk

It would greatly assist TfL if such queries could be categorised as being either commercial or technical in nature. All queries should also reference Invitation to Negotiate No. PRO1632.

Bidders should be aware that:

Unless the question is confidential and is marked 'confidential' by the Bidder, TfL will provide copies of questions in a suitably anonymous form, together with answers, to all Bidders;

If, in TfL's view, questions are of a general nature, but the Bidder seeking clarification has marked them as confidential, TfL will contact the Bidder to check whether the Bidder wishes to withdraw its questions prior to answers being provided. In the event of such question not being withdrawn TfL will provide copies of the questions in a suitably anonymous form, together with answers, to all Bidders.

TfL will take reasonable steps to respond to all queries or requests for information as soon as practicable.

TfL will not respond to questions received after Friday 31st July 2009, 16:00 hrs for initial responses.

1.8 Response, Acceptance and Rejection

Bidders should note that:

- TfL shall be under no obligation to accept any response(s) submitted in respect to this ITN;
- TfL reserves the right to award as many, or as few, contracts as it sees fit as a result of this ITN;
- TfL shall not be liable for any expenses incurred in the preparation or submission of responses or any subsequent discussion and/or negotiations;
- The documents contained within this ITN, together with the information contained in the completed Section 3 – Form of Tender, shall form the basis of any contract(s) that may be awarded.

Any Bidder who is notified by TfL that their response is rejected shall destroy all documents (including any supplied in computer readable form) initially supplied with this ITN and any material or information subsequently supplied or made available including information gained at the Bidders Conference.

1.9 Tender Clarification Meetings

A) Bidders Conference

There will be a conference held in London on **Friday 12th June 2009** for all Bidders at which TfL will provide a briefing on the contract, specification and tendering documentation. This briefing is for the purpose of an initial clarification of the requirements. There will also be an opportunity for Bidders to have an individual private session with TfL to raise any questions they may have.

All questions and answers will be handled in accordance with 1.7

B) Mid Tender Review

A series of individual meetings will be held with Bidders commencing **8th July 2009** for the purpose of reviewing their progress and to clarify any further concerns that may have arisen.

C) Further Discussions

Subject to the outcome of the Bidders Conference and Mid Tender Review TfL may arrange further meetings and discussions with Bidders (either collectively or individually) as appropriate to assist in the preparation of high quality value for money submissions.

All questions and answers will be handled in accordance with 1.7

1.10 Confidentiality

The contents of this Invitation to Negotiate and documents referred to in it including the contents of the Public Design Competition Winning Entries CD and technical specifications are strictly confidential.

Confidentiality requirements are described in paragraph 1.0.

1.11 Validity

Responses shall remain open for negotiation for a period of one hundred and eighty (180) days from the date fixed for the return of the initial response.

1.12 Evaluation Criteria

The evaluation of bids will be undertaken on the basis of the criteria and process in Section 2. The criteria and process will be submitted separately.

1.13 Base Response – Commercial & Technical

Bidders must submit a response that is compliant with all the requirements of the ITN.
This must include;
Compliance with all mandatory elements of specification,
Compliance with all aspects of the Form of Contract
Submission of all items on the Checklist in Part 1 of the ITN.

Tenders and supporting documents must be priced in sterling and all payments under the contract will be made in sterling.

1.14 Alternative Offers – Commercial & Technical

TfL encourage Bidders to demonstrate innovative ideas and designs. Alternative offers may be submitted IN ADDITION TO THE BASE RESPONSE. Alternative offers are required to meet the minimum specifications and requirements of TfL as described in Section 5.

Bidders are encouraged to identify opportunities to create value for money for TfL.

1.15 Documents, Drawings Layouts

Bidders should note it is not expected that the Bidder will have completed the detailed design during the Bidding Stage of this process but should note the following requirements for technical documentation and supporting material:

1. Bidding Stage:

Bidders are required to submit sufficient general arrangement plans, drawings and technical documentation required to adequately describe the concepts and proposals being made and to allow evaluation to be undertaken. No computer generated imagery, visuals or renderings shall be submitted as part of the initial tender submission unless expressly requested by TfL.

2. Clarification and Negotiation

In addition to updating material supplied as part of the initial response Bidders may be required to produce computer generated imagery and/or visual renderings. Details will be provided to successful shortlisted Bidders.

Note: As part of the contract the Contractor will be required to supply comprehensive information including:

3. Design and development stages:

General arrangements, plans, drawings and technical documentation are required at each milestone, as set out in Section 3 in this ITN. Computer generated imagery and/or visual renderings may also be required. Key assumptions and target outputs (e.g. weight, performance, economy, capacity, emissions etc) to be produced for each of the steps of the design and development stages.

4. Production and delivery stages:

Full production, tooling and assembly plans are required. A full suite of technical documentation is to be provided for each variant produced during the life of the production run.

Two hard copies and one electronic copy to be provided for each document produced.

1.16 Disclaimer

TfL has prepared this ITN in good faith. However, TfL, its agents and its servants do not warrant its accuracy, completeness or relevance, nor that it has been independently verified. To the extent that TfL is permitted by law, it excludes any liability (whether in contract, negligence or otherwise), for any incorrect or misleading information contained in this ITN, or any inadequacies, inaccuracies or incompleteness of the ITN, and makes no representations or warranty, express or implied, with respect to the information contained in the ITN documents or on which such documents are based or with respect to any written or oral information made or to be made available to an

interested Bidder or its professional advisors and any liability therefore is excluded. Nothing in this disclaimer shall exclude any liability or remedy in respect of fraudulent misrepresentations.

Any other related information provided as part of the ITN may not be totally representative of the current environment because of the complex nature of the current environment and ongoing information collection process. Any resulting caveats and assumptions should be clearly stated by the Bidder in their submissions.

The ITN does not constitute an offer or an invitation to enter into a contract, nor does it grant its recipients exclusivity, nor shall its issuance or correspondence regarding its contents give rise to any legal relations. The ITN does not form the basis of any contract and should not be relied upon in relation to any contract or commitment. Only the express provisions of any contract in relation to the New Bus for London Project, if and when it is executed, shall have any legal effect.

Nothing in the ITN documents or provided subsequently maybe relied on as a promise or representation as to the future. TfL reserves the right, without prior notice, to supplement or amend any of the terms of this ITN or any of the documents contained or referred to therein, or to terminate discussions and the delivery of information at any time during the negotiation process.

Nothing in the ITN is, or should be relied upon as, a promise or representation as to TfL's or any of its subsidiaries' ultimate decision in relation to the New Bus for London project, which shall depend in part on the outcome of the negotiation process.

TfL also reserves the right to reject any or all bids for the New Bus for London project, not to accept the lowest, the most advantageous or any tender and to withdraw from the negotiation process at any time for any reason without prior notice to Bidders and under no circumstances shall TfL or any of its subsidiaries or any of its advisers incur any liability (including, without limitation, any liability in respect of any costs or expenses of any Bidders) in respect thereof.

APPENDIX 1

To be completed and faxed or PDF within 10 days of receipt to:
Procurement Department
FAO Clive Edwards
Fax +44 (0)203 054 2006

Dear Sirs,

INVITATION TO NEGOTIATE No. PRO 1632
(OJEU Reference 2009/S 30-044219)

New Bus for London

I hereby acknowledge receipt of the Invitation to Negotiate (ITN) including the supplementary Public Design Competition Winning Entries CD for the above work and advise as follows:

- We **do wish to respond and participate in the New Bus for London project** and shall submit our response by the due date*
- We **do not wish to respond** on this occasion and hereby return your ITN*

FURTHERMORE:
We accept the terms of the Invitation to Negotiate and particularly the terms of the Instructions to Bidders that are set out in Section 1 of the Invitation to Negotiate and acknowledge confidentiality requirements as referenced at 1.0 and 1.10.

Yours faithfully,

Signed ..... **Dated** .....

Name ..... **Position** .....

Tel ..... **Fax** .....

E-Mail .....

For and/or behalf of (Company Name)**
.....

Correspondence Address** .....

.....

.....

_____

* ***Please delete as appropriate***

** ***Please use BLOCK CAPITALS***

SECTION 2

METHOD OF SELECTION
(CRITERIA FOR EVALUATION)

Criteria For Evaluation

Detail evaluation criteria will be supplied to Bidders at or shortly after the Bidders Conference. The overall balance of evaluation criteria will fall in the ranges below:

Technical - 35-65%

Pricing - 35-65%

Commercial Terms - 10-20%

SECTION 3

FORM OF TENDER

FORM OF TENDER

The Bidder shall submit as a minimum all the information requested within Section 3 to 6. The Bid shall be in the following format and sequence:

Part 1 Certificate of Bona Fide Response & Check List

Part 2 Corporate Structure and Sub-Contracting

Part 3 Data Protection Statement

Part 4 Freedom of Information Act 2000

Part 5 Milestone and Payment Schedules

Part 6 Base Response - Commercial

Part 7 Base Response - Technical

Part 8 Alternative Offers - Commercial

Part 9 Alternative Offers -Technical

Part 10 Project Management & Quality Assurance

Part 11 Responsible Procurement

Part 12 Key Assumptions

Part 13 Insurance Questionnaire

all in accordance with the detailed requirements as set out below in this Invitation to Negotiate (ITN).

PART 1

CERTIFICATE OF BONA FIDE RESPONSE & CHECK LIST

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Note: This form should be completed and signed by an officer authorised to make such commitments on behalf of the Bidder.

We, the undersigned, certify that this is a complete and bona fide response intended to be competitive and the amount has not be fixed or adjusted by any agreement or arrangement with any other person or persons and that the response will remain open to negotiation to explore opportunities to improve the offer with TfL for 180 days, and if requested we will participate in any such negotiations in good faith.

Further, we certify that we have not and shall not undertake any of the following acts prior to the conclusion of the New Bus for London Procurement process.

a) Communication to a person or persons other than TfL, the amount or approximate details or amount of the response or any part thereof except where necessary, in confidence, to obtain quotations required for the preparation of this response.

b) Enter into any agreement or arrangement with any other person or persons to restrain that said person or persons from responding or to fix the amount of any response to be submitted by that other person.

c) Offer, pay, give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person or persons for doing, agreeing to do or having done or causing, agreeing to cause or having caused to be done to any response to this ITN any act or thing of the sort described above.

d) Canvass or solicit any officer, employee or agent of TfL in connection with any response or proposed response to this ITN.

e) All communications must be via the Bravo messaging system, unless otherwise specified.

In this certificate "any person or persons" refers to any body or association, incorporated or unincorporated, and any "agreement or arrangement" including any such transaction, formal or informal and, whether legally binding or not.

Signed: _____

For and on behalf of:_____

Name: _____

Dated: _____

Position: _____

Our point of contact for all queries about this tender is:

Name:_____

Address_____

_____

Tel: _____

Fax: _____

Email: _____

I also confirm our tender response documents have been submitted as indicated in the checklist below

Documents to be Returned	**Yes/No**
Response to Section 1:	
Appendix 1(returned within 10 days)	
Response to Section 3:	
Certificate of Bona Fide Response & Check List	
Corporate Structure & Sub-Contracting	
Data Protection Statement	
Freedom of Information Act 2000	
Milestones & Payment Schedules	
Base Response - Commercial	
Base Response - Technical	
Alternative Offers - Commercial	
Alternative Offers - Technical	
Project Management & Quality Assurance	
Responsible Procurement	
Key Assumptions	
Insurance Questionnaire	
Response to Section 5:	
Specification	

PART 2

CORPORATE STRUCTURE AND SUBCONTRACTING

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Bidders shall provide details of the registered name and address of the company submitting the Bid together with the location of the company's head office (full address if different to that above), telephone, facsimile numbers and contact references.

Bidders shall provide details of partnerships or engagements with specialist vehicle styling consultants, or state if none are being considered.

In the event that the Bidders intend to subcontract any of the work, names of proposed subcontractors, together with details of the work to be subcontracted shall be provided. Bidders should note the provisions in Section 5 – Specification

Provide details here and on separate sheets if necessary.

BIDDERS NAME			
ADDRESS			
POST CODE			
Telephone No.		FAX No.	

CONTACT NAMES	
Contractor's Project Manager	
Others	

PROPOSED SUBCONTRACTOR(S)			
Name		Name	
Address		Address	
Post Code		Post Code	
DETAILS OF WORK			

PART 3

DATA PROTECTION STATEMENT

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Where the Bidder has not supplied a full Data Protection Statement for the Bidder's organisation to TfL in the past 6 months, the Bidder shall complete the questions below. If it is considered that a question is not applicable, please state why.

Where the Bidder has supplied their full Data Protection Statement in the past 6 months in the format below, they shall indicate that they have done so and to whom in this Part 3 of their bid.

1) The Bidder is registered under the Data Protection Act 1998:

a) Registration Number:

_____

b) Data Controller Name:

_____

Data Controller Address

_____

_____

_____

_____

c) Standards applied in maintaining data security (i.e. code of practice BS7799-2:2003 / ISO/IEC 17992:2000, as amended))

_____

d) Manager responsible for data security

_____(Name)

_____(Job Title)

2) In accordance with code of practice BS7799-2:2003 / ISO/IEC 17992:2000, as amended, the Bidder states the following referenced data security standards shall be incorporated into the Goods and or Services. (Use separate sheet if necessary)

_____

3) Bidders shall attach their Data Security policy to this Part 4.

4) The Bidder shall attach a copy of the index of their data security manual to this Part 3.

When completing the above, Bidders shall take into consideration the Form of Contract (Section 4).

PART 4
THE FREEDOM OF INFORMATION ACT 2000

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

1. Background

1.1 The Freedom of Information Act 2000 (**FOIA**) gives the public a legal right of access to information held by public authorities. The public now have a right to know about our work and it is our duty to operate with openness and transparency.

1.2 A person making a FOIA request is entitled to two things, unless an exemption applies. These are:

(a) to be informed whether we hold information of the description requested; and

(b) if so, to have that information communicated to him or her.

2. How does this affect you?

2.1 All information held by TfL is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information **may** be subject to disclosure:

- information in any tender submitted to us;
- information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
- information about costs, including invoices submitted to us;
- correspondence and other papers generated in any dealing with the private sector whether before or after contract award.

2.2 This means TfL will be obliged by law to disclose such information unless an exemption applies.

2.3 The legal obligation to respond to requests from the public under the FOIA rests with TfL. TfL must therefore respond to requests as we see fit in our sole discretion. This Guidance explains our policy on the disclosure to the public of information about our private sector Bidders.

3. General rules on disclosure

3.1 In the absence of special circumstances:

(a) all Invitations to Negotiate published by TfL will be available to the public on request;

(b) responses to Bidders will be held in confidence until contract award;

(c) information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

3.2 Any person bidding for or contracting with TfL must notify TfL during the bidding or negotiating process of information which they consider to be eligible for exemption from disclosure under the FOIA. Such notification must be made in the form of the Appendix to this Guidance Note. Such information must be referred to as **reserved information**.

3.3 Information not identified as reserved information in the way described above is likely to be made available by TfL on request.

4. Reserved Information

4.1 Information which Bidders wish to put forward as reserved information must clearly describe, with supporting detail:

(a) the information itself, or the class(es) of information; and

(b) why, in the Bidders opinion, that information is exempt from disclosure. Grounds for exemption may be one or more of the following:

(i) the information is a trade secret;

(ii) the disclosure of the information would prejudice the commercial interests of any person or organisation (see 4.2);

(iii) the information will be disclosed by the Bidder to TfL, *and* the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by TfL of an obligation of confidence in relation to that information;

(iv) the information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or

(v) any other specific exemption under the FOIA.

4.2 All decisions about disclosure of information will be made at the sole discretion of TfL. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA. This means that TfL is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.

4.3 Information which is submitted to TfL as reserved information will be listed in a document that will also:

(a) specify which exemption(s) may apply to each piece or class of information; and

(b) indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

TfL may disclose the Bidder's justification for classifying information as reserved information.

4.4 Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.

4.5 Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information, although TfL may choose to withhold such information in appropriate cases, at its sole discretion.

4.6 The Bidder may designate unit prices or more detailed pricing information as reserved information.

5. Other Guidance

5.1 Although TfL is not under any obligation to consult the Bidder in relation to requests for information made under the FOIA, TfL will endeavour to inform the Bidder of requests wherever it is reasonably practicable to do so.

5.2 Contracts with TfL may require the Bidder to supply information to us, or provide other assistance, pursuant to any FOIA request received by TfL.

5.3 The Bidder should be aware that TfL's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

FREEDOM OF INFORMATION APPENDIX – RESERVED INFORMATION

Contract/Tender/Document Reference Number: _____

Information Class/Type	Grounds for Exemption	Date can be made available
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Part 5
Milestone and Payment Schedule

Invitation to Negotiate PRO1632
New Bus for London

Bidders are required to complete the attached milestone payment plan for the design development phase through to successful delivery of 1 Prototype Vehicle and an initial batch of 5 Production Vehicles ready for in service trials.

The following should be noted:

1. Bidders must enter expected dates for achievement of milestones, the percentage of total contract value that the payment represents and the actual amount of payment and value
2. Bidders may propose earlier achievement of milestones shown on the payment plan attached.
3. Stage payments should be based as far reasonably practical on actual costs incurred.
4. 15% of each stage payment will be retained by TfL for release on achievement of milestone 9.
5. TfL will consider proposals to incentivise the early achievement of milestones.

See next page for details

New Bus for London
PR01632
Contract Milestones and Payment Schedule

Ref	*Description*	*Deliverables*	*Next stage trigger*	*Target date*	*Payment*	
					%	*£k*
1	Detailed design - Mock-up phase final design 1st presentation	Delivery and presentation of Mock-up Phase design proposal, including plans visualisations, techical documents, and commercial details	Start of refinement and iterations leading to approval of Mock-up Phase Final Design	**03-May-10**		
2	Detailed design - Approval of Mock-Up Phase final design	Approval by the Company of Mock-Up Phase final design	Approval to build mock-ups and start static user trials	[supplier date]		
3	Delivery of Mock-Up	Delivery of static Mock-Up,	Approval to commence user trials and customer feedback sessions, mid-trial improvements and refinements. Collection of feedback data, and agreement on final Proving Vehicle specification	[supplier date]		
4	Detailed design - Approval of Proving Vehicle specification and design	Approval by the Company of Proving Vehicle specification and design	Approval to proceeed with tooling and build of first Proving Vehicle	**01-Nov-10**		
5	Delivery of proving vehicle	Delivery of full scale first Proving Vehicle suitable for engineering and endurance testing	Testing and endurance phase leading to approval of Prototype Vehicle build specification and design	[supplier date]		
6	Approval of Prototype Vehicle Specification and Design	Delivery of Prototype Vehicle specification and approval	Approval to proceed with tooling and build of Prototype Vehicle	[supplier date]		
7	Delivery of Protoype Vehicle	Delivery of Prototype Vehicle, fully certificated and authorised for road and route testing	Approval to proceed with road and route testing	**02-May-11**		
8	Completion of Prototype Vehicle road and route testing	Satisfactory completion of testing cycle with demonstration of performance KPIs. Revised Series Build specification and design approved	Approval to proceed with tooling and build of Pre-Series Vehicles	[supplier date]		
9	Delivery of 5 Production Vehicles ("initial batch")	Delivery of 5 certificated Production Vehicles in full operational service specifcation	Approval to commence full scale production	**01-Feb-12**		

Part 6
Base Response - Commercial

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

PRICING SCHEDULE

Bidders will be required to complete an indicative pricing table on page 36. TfL will seek prices for:

- Any ensuing Contract will be priced in Sterling (GBP)
- All prices to be based at August 2009 prices
- All prices to be quoted in Sterling (GBP)
- The design and development phase including production of a prototype vehicle.
- An initial batch of 5 vehicles
- Production vehicles for purchase by TfL and/or London Bus operators. Pricing for this will be based on quantities ordered over time.
- Whole Life Costs.

WHOLE LIFE COSTS

TfL will also seek information to identify the whole life cost of vehicles and this will be a major factor in the assessment of bids. The Whole Life Cost for the Vehicle will be based on, but not limited to, the following considerations.

1. Acquisition Costs

1.1. Supply cost for production series vehicles
1.2. Supply of all relevant supporting documentation
1.3. Cost of any additional or modified infrastructure to support operations e.g. if alternative fuels are proposed.

2. Operating Costs

2.1. Cost of fuel over predicted vehicle life and usage based on manufacturers forecast fuel type and consumption.
2.2. Costs of routine mechanical and bodywork maintenance based on forecast duty schedules and manufacturers recommendations e.g. fluids, lights, brakes, suspension, emission control measures.
2.3. Cost of major component changes e.g. engine, gearbox, drive chain.
2.4. Costs of or savings from any changed or specialist daily or scheduled activities to prepare vehicles for service compared to standard existing Double Deck vehicles in service in London e.g. new daily vehicle checking routines, refuelling systems, cleaning operations, time required to convert from open platform OPO operation, anti-graffiti measures.
2.5. Model major repairs costs e.g. panel replacement due to accident damage. Any exceptional incremental costs for fitting and operation of

LBSL “free issue” or required equipment e.g. ticketing, iBus, CCTV. Cost risks arising from design features e.g. additional costs from new or innovative door systems.

3. In Life Capital Costs

3.1. Cost of scheduled refurbishment or major component changes e.g. fuel cell replacement.

3.2. Cost of scheduled refurbishment e.g. repainting, seat replacement, new fabrics etc.

4. Residual values

4.1. Potential sale value at end of London operating life.

5. Opportunities

5.1. Any additional benefits that the vehicle designs etc might realistically offer e.g. design particularly likely to generate royalties to LBSL.

TfL will provide a number of assumptions to allow Bidders to produce a Whole Life Cost for the proposed Vehicle(s). A method of calculation of Whole Life Cost will be determined by TfL but Bidders will also be invited to propose appropriate alternative calculation methods to arrive at their Whole Life Cost. Any such proposals must include all assumptions, methodology, formulae and input data.

The principal exclusions from Whole Life Costs will be:
the operational staffing costs (driver plus second crew member), design and development costs, costs of tyres, cost of fuel

Typical assumptions to be used in the calculation of the whole life cost will be:

A1	Number of Production Vehicles	600
A2	Delivery timetable	150 by end 2012 350 by end 2013 450 by end 2014 600 by end 2015
A3	Operational duty	18hrs operation per day7 days per week364 days per year 250km per day on the TfL MLTB Test Cycle Passenger loadings: 45 passengers + 2 crew @ 68kg
A4	Operational term	The Whole Life Costs shall be declared for two operational terms:1. An initial 5 year period2. A subsequent 9 year period
A5	Fuel usage	Total fuel usage per vehicle to be stated
A6	Fuel type	As specified by Bidder.
A7	Fuel economy	As specified by Bidder
A8	Tyre usage	The number of tyres to be replaced during the life of the Vehicle life based on the

		operational duty cycle above.
A9	Price basis	Costs to be in Sterling (GBP) based at August 2009 prices.
A10	Inflation	Calculations should exclude the effect of inflation
A11	VAT	All prices to exclude VAT
A12	Advertising Revenue	There shall be no revenue assumed by way of advertising
A13	Units of measurement	Units to be expressed in metric measurements
A14	Accident damage	The following items shall be included for calculation of repair or replacement following accidental damage per Vehicle: - 4 no. valances to the front of the vehicle 8 no. valances to the rear of the vehicle 8 no. typical side panels 8 no. quarter panels 1 no. front roof dome 20 no. complete replacements of wing mirrors 0.5 no. set of stowable bodywork to rear platform 2 no typical glazing panels 1 no front windscreen unit 2 no seat units 2 no set of lenses for all obligatory light/lamps
A15	Refurbishment	1. No mid-life refurbishment to be included in Term 1 2. The following to be included for in mid-life refurbishment for Term 2: - re-painting seat replacement (including moquette) interior trim replacement flooring replacement driver's cab replacement (including seat, door, controls screens etc)

CONDITIONS OF CONTRACT

Bidders Base Response must be based on acceptance of the Form of Contract contained in Section 4 of the ITN.

Alternative Offers proposing amendments to the Form of Contract may be submitted where these offer additional value to TfL – see Part 8 of the ITN. Any such proposal should include details of the proposed change i.e. not simply indicate that the Bidder wishes to discuss a clause, and any price reduction from the compliant bid that the change will allow. Such price changes may be indicative and subject to confirmation.

New Bus for London
Invitation to Negotiate - PRO1632
Section 3 Part 7 - Pricing Table

£m	Pre-production costs (total costs)		Delivery of Production Vehicles Unit cost per Vehicle for cumulative total order of "n" Vehicles in the period 1/1/2012 to 31/12/2016						Maximum Vehicle production capacity per year
	Design & development costs	Production & delivery of: 1 no. Proving Vehicle 1 no. Prototype Vehicle Initial batch of 5 Vehicles	up to 50	51 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	
Item ref	a	b	c	d	e	f	g	h	i
1									
	Repair and Maintenance support programme		Fleet size						
			50 no.	200 no.	400 no.	600 no.	800 no.	1,000 no.	
2	Total annual cost for full repair and maintenance and support programme (at a maximum of up to 15 sites in the Greater London area)								

Notes

1. Prices should assume vehicles are ordered in batches of between 25 and 50 as part of a continuous programme aligned with the London Buses bus route tendering programme for appropriate routes.
2. The price to be paid is to be the same for all vehicles in any order and shall be the price based on the total number of vehicles ordered including the quantity under consideration e.g. Vehicles 175 to 210 will be charged at the 201 - 400 price.
3. Vehicles may be ordered by London Buses and / or any combination of London bus route operators.
4. Minimum order is for the items at 1a+1b
5. Prices in boxes c-h should be unit costs per vehicle.
6. All non-recurring production associated costs e.g. Tooling, should be built into the prices given in columns c-h
7. It is currently envisaged that the initial batch of 5 vehicles will eventually be acquired by a route operator
8. Repair and maintenance support programme to assume an initial 5 yr engagement.

Part 7

Base Response – Technical

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Bidders must submit a Base Response that meets all the mandatory elements of the Specification in the form of a completed Section 5 of the ITN.

Supporting material may also be supplied and must be clearly marked as referring to the compliant bid.

Part 8

Alternative Offers - Commercial

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

TfL encourage Bidders to demonstrate innovative ideas and designs.

Bidders **may** therefore submit, additionally, alternative offers separately from the Base Response, provided that any alternative offers are submitted **at the same time and in addition to the Base Response.**

In particular proposals should include details of the proposed change i.e. not simply indicate that the Bidder wishes to discuss a clause or suggestion, and any price reduction from the Base Response that the change will allow. Such price changes may be indicative and subject to confirmation.

All commercial aspects relating to an alternative offer must be provided to enable TfL to make a fair assessment of the alternative bid.

MORE THAN ONE ALTERNATIVE OFFER MAY BE SUBMITTED

Part 9
Alternative Offers – Technical

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

TfL encourage Bidders to demonstrate innovative ideas and designs.

Bidders **may** therefore submit, additionally, alternative offers separately from the Base Response, provided that any alternative offers are submitted **at the same time and in addition to the Base Response.**

All technical aspects relating to an alternative offer must be provided in the format of the Base Response with changes clearly marked to assist TfL in assessing the benefits or features of the alternative offered.

MORE THAN ONE ALTERNATIVE OFFER MAY BE SUBMITTED

Part 10
Project Management & Quality Assurance

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

The Bidders shall provide the following information.

1. Project Management:

   1.1. The proposed project management methodology and approach.
   1.2. Please include details of Project Management Process. (e.g. Prince2)
   1.3. Project organisation chart for the differing phases
   1.4. Design development
   1.5. Prototyping-Acceptance testing
   1.6. Production
   1.7. Maintenance

2. Project Resources

   The Bidders proposed project team with associated CVs, and a description of the value they will bring to the team.

3. Quality Assurance

   The Bidder must demonstrate how its quality assurance process will link into the above Project Management process to ensure that the differing phases of the project are run to the project Milestones and to meet the Bidders quality standard

Part 11
Responsible Procurement

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Please visit the attached website for details of the GLA Group policy on Responsible Procurement.

http://www.london.gov.uk/rp/

TfL is committed to supporting the GLA Responsible Procurement Policy and Bidders should state how they will contribute to meeting the aspirations of this policy.

Part 12
Key Assumptions

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

Please provide details of any key assumptions you may have made in constructing your bid(s) e.g.

Limits on operating temperature ranges.

Limits of road surface conditions.

PART 13

INSURANCE QUESTIONNAIRE, CERTIFICATES AND BROKERS

INVITATION TO NEGOTIATE No. PRO 1632
New Bus for London

The following table should be completed in full and **copies of insurance certificates enclosed, along with the brokers' details.** Bidders should note the provisions of Section 4 – Form of Contract, Clause 31

Employers Liability: Limit of Indemnity: Renewal Date:

Yes ☐ No ☐ Any one occurrence
and/or Day Month Year
in the aggregate
Insurer:_____ Policy No:_____

Public Liability: Limit of Indemnity: Renewal Date:

Yes ☐ No ☐ Any one occurrence
and/or Day Month Year
in the aggregate
Insurer:_____ Policy No:_____

Product Liability: Limit of Indemnity: Renewal Date:

Yes ☐ No ☐ Any one occurrence
and/or Day Month Year
in the aggregate
Insurer:_____ Policy No:_____

Professional Indemnity: Limit of Indemnity: Renewal date:

Yes ☐ No ☐ Any one occurrence
and/or Day Month Year
in the aggregate
Insurer:_____ Policy No:_____

For all or any of the above insurances, is cover provided for the following:

			Limitations		
Indemnity to Principal Clause	Yes	☐	…….	No	☐
Financial Loss Extension	Yes	☐	…….	No	☐
Pollution Cover	Yes	☐	…….	No	☐
Liability assumed under Contract	Yes	☐	…….	No	☐

Is there a Care, Custody or Control Exclusion? Yes ☐ No ☐

If yes, is there a policy endorsed to make it perfectly clear that the premises and their contents where the insured is temporarily performing work shall not be deemed to be in the insurer's custody and control.

SECTION 4

FORM OF CONTRACT

Form of Contract

Included as a separate document

Bullying and Harassment policy and procedure also attached as separate document

SECTION 5

SPECIFICATION

Specification

Attached as separate document

SECTION 6

Public Design Competition Winning Entries via CD